

AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health and Ageing

and the

NORTHERN TERRITORY

as represented by the

Department of Health and Community
Services

in respect of

the establishment of the National Critical
Care and Trauma Response Centre at
Royal Darwin Hospital

THIS Agreement is made

BETWEEN the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department');

AND

the **NORTHERN TERRITORY** as represented by the Department of Health And Community Services ('the Territory') (ABN 84 085 734 992)

RECITALS:

- A. The Commonwealth will provide funding to the Territory for the Specified Purpose being the establishment of the National Critical Care and Trauma Response Centre ('NCCTRC') at the Royal Darwin Hospital ('RDH').
- B. The Funds to be provided by the Commonwealth under this Agreement are outside the Australian Health Care Agreements and exempt from Commonwealth Grants Commission consideration.
- C. The Commonwealth is required by law to ensure that any Funds it provides are properly spent.
- D. The Commonwealth has agreed to fund the Territory for the Specified Purpose on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

"Business Day" means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

"Department" includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

"Financial Statement" means a statement provided in accordance with clause 4 (Reports) that includes details of the Funds received by the Territory and contributions received for the Specified Purpose from other sources, signed by an appropriate officer of the Territory and specifying the manner in which, and the purposes for which, any Funds paid by the Department under this Agreement have been expended (accompanied by supporting documentation);

"Funding Period" means the period of funding specified in Item B;

"Funds" means the amount payable by the Commonwealth or part thereof as specified in Item D;

“Intellectual Property” means all intellectual property rights including but not limited to the following rights:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);

“Liaison Officer” means the persons or position holders specified in Item E;

“Material” means documents, equipment, software, goods and any medium whatsoever in which information is embodied;

“Report” means Material that reports to the Commonwealth in accordance with clause 4 (Reports) and Item C;

“Specified Purpose” means the purpose specified at Item A for which the Funds are paid to the Territory; and

“Work Program” means the program for the establishment and management of the NCCTRC.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body (whether incorporated or not);
- (d) clause headings are for convenience only and have no effect in limiting or extending the meaning of the provisions to which they refer;
- (e) if any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (f) a reference to a Party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the Party, and the Party's successors and assigns; and
- (g) all references to clauses are clauses in this Agreement and all references to Items are Items in the Schedule to this Agreement.

1.3 Any reference to “Schedule” means the Schedule to this Agreement. The Schedule (and annexures if any) forms part of this Agreement. If there is any conflict between:

- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the inconsistency;

- (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the inconsistency; and
- (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the inconsistency.

- 1.4 The laws of the Australian Capital Territory apply to this Agreement.
- 1.5 This Agreement comprises the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written between the Parties with respect to the subject matter of the Agreement.
- 1.6 No variation of this Agreement is binding unless agreed in writing between the parties.

2. FUNDING

- 2.1 Subject to Parliamentary appropriation, the Department agrees to pay the Funds to the Territory in accordance with the payment schedule set out in Item D.
- 2.2 The funding to be contributed by the Department will not exceed the amount of Funds specified in Item D.
- 2.3 The Territory will advise the Department of any other funds that it is or will be receiving for the Specified Purpose.
- 2.4 In consideration of the provision of the Funds, the Territory must use the Funds only for the Specified Purpose and on the terms and conditions set out in this Agreement.

3. MANAGEMENT OF FUNDS

- 3.1 The Territory must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of the Territory.
- 3.2 The Territory must not commit any part of the Funds for expenditure that is likely to occur after the end of the Funding Period without prior written approval from the Department.

4. REPORTS

- 4.1 The Territory must provide the Commonwealth's Liaison Officer with progress Reports and a final Report in accordance with Item C.
- 4.2 Each progress Report must contain the information specified in Item C and must also include:

- (a) a Financial Statement; and

- (b) if requested by the Department, a copy of any Material produced in relation to this Agreement up to the date of the progress Report.

4.3 The final Report must contain the information specified in Item C and must also include:

- (a) a Financial Statement; and
- (b) a comprehensive report on whether the objectives and outcomes of the Specified Purpose were achieved and if not, the reasons why those objectives and outcomes were not achieved.

5. LIAISON

5.1 The Territory must liaise with and report to the Commonwealth's Liaison Officer as is reasonably required by the Department for the purposes of this Agreement.

5.2 Upon receipt of reasonable written notice, the Territory must provide any information in relation to the Specified Purpose requested by the Department for the purposes of this Agreement, including monitoring and evaluation.

6. ACCESS TO PREMISES AND RECORDS

6.1 The Territory must, at all reasonable times, give to persons authorised in writing by the Department, permission to:

- (a) inspect any Material relevant to this Agreement; and
- (b) access and copy any records of the Territory relating to the Specified Purpose or the receipt, expenditure or other use of the Funds.

6.2 The Territory agrees to provide all assistance reasonably requested by the Department in respect of any inquiry into the Specified Purpose or this Agreement.

6.3 The operation of this clause survives the expiration or earlier termination of this Agreement.

7. INTELLECTUAL PROPERTY

7.1 Any Intellectual Property rights and title to, or in relation to, Material created for the Specified Purpose will vest, upon its creation, in the Territory.

7.2 The Territory grants to the Commonwealth a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Material referred to in clause 7.1.

7.3 If requested by the Department, at the end of the Funding Period or on the earlier termination of this Agreement, the Territory must deliver a complete copy of the Material referred to in clause 7.1 to the Department.

ACKNOWLEDGMENT AND PUBLICATIONS

- 8.1 The Territory must acknowledge the contribution of the Department to the Specified Purpose in any relevant correspondence, public announcement, advertising material, research reports or other material produced by or on behalf of the Territory.

9. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 9.1 The Territory must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 9.2 The Territory is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

10. SUSPENSION AND TERMINATION

- 10.1 If:
- (a) notwithstanding any other clause in this Agreement, as a result of any change in government policy, funds for the Specified Purpose are to cease or be reduced;
 - (b) the Department is reasonably satisfied that the Territory has failed to comply with the terms and conditions of this Agreement;
 - (c) the Territory, by notice in writing given to the Department, withdraws from this Agreement; or
 - (d) the Department considers it appropriate for any other reason;
- the Department may, by written notice to the Territory, immediately suspend dealings with the Funds or terminate this Agreement.
- 10.2 If this Agreement is terminated in accordance with clause 10.1(d), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the Territory, which are directly attributable to the termination. In any event, the Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.
- 10.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the Territory must hold the Funds in utmost good faith for use only in accordance with the directions of the Department and will cease all other dealings with the Funds.
- 10.4 The Department may end the suspension of dealings with the Funds by written notice to the Territory, subject to such preconditions (including variations to this Agreement) which the Department may require.
- 10.5 Subject to clause 10.2, the Department will not be obliged to pay any part of the Funds to the Territory after the termination of this Agreement or during any period of suspension of dealings with the Funds.

6 Except as provided in this clause, the Commonwealth will not come under any liability to the Territory for termination of this Agreement in accordance with clause 10.1.

11. REPAYMENT OF FUNDS

11.1 If:

- (a) on the expiration of the Funding Period or on any earlier termination of this Agreement, any Funds:
 - (i) remain unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by the Territory (as reported to the Department by the Territory in the financial statements referred to in clauses 4.2 and 4.3 (Reports)) be shown to the reasonable satisfaction of the Department to have been spent or committed in accordance with this Agreement; or
- (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by the Territory other than in accordance with this Agreement;

the Department may by written notice to the Territory require the Territory to repay that part of the Funds, and the Territory must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

11.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

12. INDEMNITY

12.1 The Territory indemnifies the Commonwealth, its officers, employees and agents ('those indemnified') from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any act or omission of the Territory or subcontractor in relation to the Specified Purpose .

12.2. The Territory agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.

12.3. The Territory's liability to indemnify the Commonwealth under clause 12.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the Commonwealth or its employees or agents contributed to the loss or damage.

4. The indemnity referred to in clause 12.1 will survive the expiration or termination of this Agreement.

13. TAXES, DUTIES AND GOVERNMENT CHARGES

- 13.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Territory.
- 13.2 The Funds payable (the 'Original Funds Payable') to the Territory do not include any amount to cover any liability of the Territory for Goods and Services Tax ('GST') on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the 'GST Act').
- 13.3 If a supply made by the Territory under this Agreement is a taxable supply under the GST Act, the Territory may, by notice in writing to the Department, increase the Original Funds Payable by the Department by the amount of GST that is payable by the Territory on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.
- 13.4 If required by the Department, the Territory must substantiate to the Department's reasonable satisfaction how any change in the amounts payable by the Department determined under this clause have been calculated before such changes will take effect.
- 13.5 In relation to any taxable supplies made under this Agreement, the Territory agrees to issue the Department with a tax invoice in accordance with the GST Act, together with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 4.2 (Reports).

14. NOTICES

- 14.1 Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing and addressed to the relevant Party for the attention of the Liaison Officer at the address indicated in Item E or such other address as notified in writing by the relevant Party.
- 14.2 Any such notice, request or other communication will be delivered by hand, sent by pre-paid post or transmitted electronically (facsimile or email), to the address of the Party to which it is sent.
- 14.3 Any notice, request or other communication will be deemed to be received:
- (a) if delivered personally, on the date of delivery;
 - (b) if sent by prepaid ordinary post within Australia upon the expiration of 3 business days after the date on which it was sent;
 - (c) if sent by facsimile, on the business day next following the day of dispatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the Territory by close of business of the next business day following the day of dispatch that the transmission was illegible; and

- (d) if sent by e-mail to the e-mail address of the Territory, when the e-mail message enters an information system accessible to the Territory.

14.4 For any purpose under this Agreement, unless the contrary intention appears, where the signature of a person is required, that requirement is taken to have been met in relation to an e-mail if:

- (a) a method is used to identify the person and to indicate the person's approval of the information communicated; and
- (b) having regard to all the relevant circumstances at the time the method was used (including any technical standards agreed from time to time by the Parties), the method was as reliable as was appropriate for the purposes for which the information was communicated.

15. DISPUTE RESOLUTION

15.1 Subject to clause 15.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.

15.2 The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
- (b) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
- (c) the Parties have ten (10) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
- (d) if:
 - (i) there is no resolution of the dispute;
 - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days,

then, either Party may commence legal proceedings.

15.3 This clause 15 does not apply to the following circumstances, where:

- (a) either Party commences legal proceedings for urgent interlocutory relief; or
- (b) action is taken by the Commonwealth under, or purportedly under, clauses 2, 6, 10 or 11.

- 4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform obligations under this Agreement.
- 15.5 The operation of this clause 15 survives the expiration or earlier termination of this Agreement.

SCHEDULE

A. SPECIFIED PURPOSE (clauses 1.1 and 2.4)

The Specified Purpose for which Funds are provided under the *Royal Darwin Hospital -- equipped, prepared and ready program* is for the Territory to establish and have ongoing management of a NCCTRC at RDH. The NCCTRC, in the event of a major incident involving mass casualties in the region, is to have the capacity to ensure that:

- a) a core of suitably trained staff with appropriate emergency medicine and trauma skills and experience are immediately available in Darwin;
- b) arrangements are in place to ensure that teams of staff with appropriate emergency medicine, and trauma skills and experience are trained and available for deployment from interstate;
- c) adequate operating theatres, emergency department beds, burns beds and laboratory facilities exist to deal with an emergency;
- d) NCCTRC facilities will be available for emergency use at short notice;
- e) adequate medical and pharmaceutical supplies are on hand for immediate use in the case of an emergency;
- f) communication processes have been established to ensure efficient and effective aero-retrieval capacity;
- g) the retrieval of mass casualties occur with maximum efficiency and minimum loss of life;
- h) channels are established to facilitate management of data and patient information to national agencies (as determined by the Department);
- i) the best possible critical care and trauma care is offered to casualties without a need for on-flight; and
- j) a smooth handover of patients to their home state/territory hospitals is effected.

In establishing the NCCTRC, the Parties agree on the following objectives, that:

- a) the Commonwealth has responsibility for ensuring Australia has access to a high quality trauma response capability in Darwin;
- b) the Territory is responsible for managing the day-to-day establishment and operations of the NCCTRC;
- c) the Parties will have open, transparent and collaborative negotiations on NCCTRC implementation;
- d) decision making will be achieved through consensus; and
- e) the Territory will work collaboratively with the Australian Health Disaster Management Policy Committee (AHDMP) to implement strategies consistent with national policies.

Work Program

The Parties agree and acknowledge that the Work Program at Appendix A is finalised for the financial year 05-06 and is an estimate for financial years 06-07, 07-08 and 08-09.

Evaluation

The Parties will develop an evaluation framework with performance indicators against the activities in this Schedule and the overall state of readiness of RDH to meet the objectives of the Program. The evaluation framework must be included in the first annual progress Report due three months after 30 June 2006.

Magnetic Resonance Imaging (MRI) Machine

This Agreement recognises that the Territory has been provided with access to an MRI machine by the Commonwealth as part of the Deed of Undertaking to be registered to provide Medical Benefits Scheme (MBS) funded MRI services. Clause A.1.8 (c) of this Deed of Undertaking reads:

"The Provider acknowledges and agrees that the Commonwealth and the Northern Territory Government will have unconditional access to the Registered Unit in the event of a declared national emergency as specified by the Commonwealth and the Provider will not require any additional MBS funding for use of the Registered Unit in these circumstances."

The Territory will enter into an agreement with NT Medical Imaging (the Provider) to provide unconditional access to the Registered Unit in the event of a declared national emergency as specified by the Commonwealth. The Provider will not require any additional MBS funding for use of the Registered Unit in these circumstances.

Activation

This Agreement sets out the agreed mechanism for triggering the obligation of the Territory to make RDH available to meet national priorities for a particular emergency.

A health related emergency or mass casualty event is defined as any incident or event that has health consequences exceeding the capacity of normal day-to-day operations of relevant agencies in the location in which the incident has occurred.

The Commonwealth is providing the Funds to ensure that RDH has the capacity to respond to an emergency involving a large number of casualties. The Territory will utilise the additional capacity on a day-to-day basis but it will be available for national priorities in the event of an emergency or major incident involving mass casualties. The intent of the policy is to allow the Territory to continue to run the hospital and direct the Commonwealth funded resources to meet the needs of patients arising from the mass casualty incident.

The Department may become aware of an emergency involving a large number of casualties through a variety of sources and will convene an urgent teleconference of the AHDMP. If on the advice of the AHDMP it is apparent that RDH should be activated to receive and treat the injured, ahead of any decision to activate national disaster plans, the Deputy Secretary of the Department will either directly, or through the Assistant Secretary Health Emergency Planning and Response Branch, advise the Territory to activate RDH at the appropriate level of readiness and advise other relevant agencies. Changes in status of readiness phases will be promulgated as they occur.

The mechanism for activating the NCCTRC will be a series of readiness phases (white and yellow to prepare, red to activate, green to stand down) consistent with existing national plans and allowing for different levels of activation.

readiness phases are:

- a) **WHITE:** When notification has been received that a mass casualty event has occurred which has the potential to require RDH involvement, the Department will issue the words 'CODE WHITE' with a summary of the situation, including potential deployment of medical teams. RDH is required to consider the resources that may be required and their availability, and issue internal warnings as necessary.
- b) **YELLOW:** When confirmation has been received that the event requires RDH assistance the Department will issue the words 'CODE YELLOW' with a summary of the situation. This warns of the need to increase readiness levels, which may have to be maintained for an initial period of up to 72 hours, before the end of the nominated period. The Department will review the need to maintain this level of readiness. During this period RDH should be prepared to accept mass casualty patients at minimum notice.
- c) **RED:** When immediate reception and treatment of the injured is required the Department, will issue the words 'CODE RED'. This message will indicate that the RDH has the authority to activate its own response plans and the operational plan for the specific incident. 'CODE RED' will remain in force until RDH involvement in overseas and/or domestic mass casualty operations are deemed completed by the Department.
- d) **GREEN:** On confirmation that mass casualty operations are complete, or that the injured have been transferred to other hospitals and that the normal capacity of RDH can handle remaining patients, the Department will approve the cessation of national priority operations and will issue the words 'CODE GREEN'. On receipt of this message RDH will return to routine operations.

Depending on the type of event, its location, numbers of persons involved and the severity of their injuries, RDH may be activated with very little notice and at any readiness phase. In some scenarios 'CODE WHITE' and 'CODE YELLOW' phases may only be in effect for a few hours (if at all) before authorisation is issued to activate 'CODE RED'.

Funding

The following is an indicative Budget:

-6k -16k -92k -67k -181k.

Function	2005/06 \$m	2006/07 \$m	2007/08 \$m	2008/09 \$m	Total \$m
1. Recurrent funding to RDH as a NCCTRC	10.25	7.80	8.10	8.30	34.45
2. Expand capacity of Burns Services	3.50	0.00	0.00	0.00	3.5
3. Improve the capacity of RDH Emergency Department	1.75	0.00	0.00	0.00	1.75
4. Train incident ready medical and support staff in Darwin and Interstate	2.50	2.50	2.50	2.50	10.0
5. Maintain incident ready radiology facilities	0.50	0.40	0.40	0.40	1.7
6. Chairs in Trauma and Critical Care, and Emergency Preparedness and Response.	0.75	0.75	0.75	0.75	3.0
7. Aero-retrieval and transport of advance teams to major incidents	1.00	1.00	1.00	1.00	4.0
8. Enhance links with other emergency and health professionals	0.75	0.75	0.75	0.75	3.0
TOTAL	21.0	13.20	13.5	13.7	61.4

Post A/E's Allocation: 20.994 13.184 13.408 13.634
BRE 301

While the Commonwealth recognises the need for flexibility in apportioning the Funds between budget items due to the nature of the Specified Purpose and accepts that there may be further variations in the actual costs for individual items, no additional Funds will be provided to the Territory under this Agreement.

B. FUNDING PERIOD (clause 1.1 and 3.2)

Funding is provided for the financial year beginning 1 July 2005 and ending 30 June 2009.

Subject to satisfactory performance by the Territory under this Agreement, the Commonwealth agrees that it will negotiate in good faith with the Territory in relation to future management and maintenance arrangements for the NCCTRC beyond the Funding Period.

REPORTS (clause 1.1 and 4)

The Territory must provide:

- a) Annual progress Reports within one month of the end of each financial year during the Funding Period. Each Report will include:
 - i. progress against each function and current milestones set out in the Work Program; and
 - ii. an updated Work Program for the following year and remaining out-years substantially similar to the format set out in Appendix A, which sets out proposed function activities and milestones, including indicative timeframe and costing against the agreed headings for the forthcoming financial year.

- b) Quarterly progress Reports within one month of the end of each quarter (September, December, March and June). Each quarterly progress Report will include:
 - i. quarterly progress against each function and current milestones;
 - ii. a claim for further payment of Funds specifying the amount of Funds which are properly required by the Territory for its use in relation to the Specified Purpose up to the date of the next quarterly progress Report; and
 - iii. information covering the Funding Period to the date of the progress Report on whether the objectives and outcomes of the Specified Purpose are being achieved.

- c) The 2007-08 annual progress Report will include a full evaluation of the state of readiness of the RDH and the NCCTRC at 30 June 2008 compared to the situation at the commencement of the program in July 2005.

- d) A complete evaluation Report will be provided to the Department following each occasion that the NCCTRC is activated in accordance with this Agreement. The timing of the Report will be determined on cessation of activation and will be dependent upon the circumstances prevailing at the time and the impact of the incident on the ability of RDH to report.

D. FUNDS (clauses 1.1, 2 and 3)

The total Funds payable under this Agreement will be \$61.4 million to be paid in instalments upon acceptance by the Commonwealth of a satisfactory quarterly progress Report. Payment will be made within 30 days of a correctly rendered request for payment.

LIAISON OFFICERS (clauses 1.1, 5 and 14)

The Commonwealth's Liaison Officer is:

Mr Simon Cotterell
Assistant Secretary
Health Protection Policy Branch
Office of Health Protection
Department of Health and Ageing
GPO Box 4898
Canberra ACT 2601

Facsimile: (02) 6289 8098
Telephone: (02) 6289 7442
Email: Simon.Cotterell@health.gov.au

and the Territory's Liaison Officer is:

Mr Peter Campos
Assistant Secretary
Acute Care Division
Department of Health and Community Services
PO Box 40596
Casuarina NT 0811

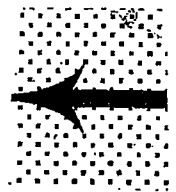
Facsimile: 08 8999 2800
Telephone: 08 8999 2938
Email: peter.campos@nt.gov.au

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA on

.....
(Date)

by
MARY MURNAME
.....
(Printed Name)

Mary Murnane
.....
(Signature)



in the presence of:
SIMON COTTERELL
.....
(Witness Name)

Simon Cotterell
.....
(Signature)

SIGNED for and on behalf of the
NORTHERN TERRITORY on

9-3-06
.....
(Date)

by
Robert Griew
.....
(Printed Name)

Robert Griew
.....
(Signature)

in the presence of:
Zelma Collins
.....
(Witness Name)

Zelma Collins
.....
(Signature)

FUNCTION DESCRIPTION	1. RECURRENT FUNDING TO ROYAL DARWIN HOSPITAL AS A NATIONAL CRITICAL CARE AND TRAUMA RESPONSE CENTRE
STRATEGIES	<p>2005-06</p> <p>1. Establish recurrent staffing, skills and expertise, and facilities at RDH to equip and implement a NCCTRC able to respond to a major incident involving mass casualties in the region as and when required including:</p> <p><i>Facilities</i></p> <ul style="list-style-type: none"> (a) access to ten operating theatres at short notice; (b) increased acute surgical or trauma or burns bed capacity; (c) upgrade orthopaedic ward; (d) establish an adequate inventory of ward equipment; (e) ensure access to sufficient Intensive Care Unit (ICU) beds to meet regular elective and emergency requirements; (f) ensure access to in-patient rehabilitation beds sufficient to meet demand and relieve bed blocks for acute wards; (g) ensure adequate blood supply and management, rapid biochemistry, specimen acquisition and handling runners used to transport specimens; <p><i>Staffing, skills and expertise</i></p> <ul style="list-style-type: none"> (h) recruit and retain sufficient, suitably qualified medical, surgical and nursing staff in the Emergency Department, surgery, theatres and Intensive Care or High Dependency Unit (HDU) to meet national priorities and deal with day-to-day trauma in the NT; (i) establish designated trauma or burns Fellow and Registrar positions at RDH; (j) increase allied health staffing levels with specific expertise in trauma, acute care and burns care; (k) enhance mental health services to manage crises, and day-to-day trauma and critical care incidents; and (l) through formal links with an interstate trauma centre: <ul style="list-style-type: none"> i) develop adequate cardiothoracic expertise and procure necessary equipment to manage most chest and blast injuries; and ii) develop adequate neurosurgical expertise and procure necessary equipment to manage most head injuries.

FUNCTION DESCRIPTION	1. RECURRENT FUNDING TO ROYAL DARWIN HOSPITAL AS A NATIONAL CRITICAL CARE AND TRAUMA RESPONSE CENTRE				
PERFORMANCE INDICATORS	<p>2005-06</p> <ul style="list-style-type: none"> • Ten operating theatres and equipment inventory are available at short notice. • Orthopaedic ward is upgraded. • Acute surgical or trauma or burns or intensive care unit bed capacity and equipment inventory is available when required. • Staff with appropriate skills and expertise are available and able to function efficiently in the expanded facility in response to a major incident. • MOU with primary and secondary trauma centres are established. 				
Outcome	<p>The RDH has the expanded capacity including the required staffing, skills and expertise, services and facilities to respond in the event of a major incident involving mass casualties in the region.</p>				
Funds	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	10.25	7.80	8.10	8.30	34.45

2005-06 to 2008-09 Work Program
 National Critical Care and Trauma Response Centre

APPENDIX A

FUNCTION DESCRIPTION	2. EXPAND CAPACITY OF BURNS SERVICES				
STRATEGY	<p>2005-06 1. Establish ten "burns-capable" beds in a dedicated Burns-Acute surgical ward.</p> <p>2006-07 Nil</p> <p>2007-08 Nil</p> <p>2008-09 Nil</p>				
PERFORMANCE INDICATORS	1. Ten "burns capable" beds are available, if and when required.				
OUTCOME	The RDH has the expanded capacity to manage patients with burns to 50% of their body in the event of a major incident involving mass casualties in the region.				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	3.50	0.00	0.00	0.00	3.50

FUNCTION DESCRIPTION	3. IMPROVE THE CAPACITY OF RDH EMERGENCY DEPARTMENT				
STRATEGY	<p>2005-06</p> <ol style="list-style-type: none"> 1. Establish a ten-bed Extended Emergency Care Unit in the Emergency Department to deal with conditions not requiring admission to other acute wards. 2. Establish the capacity to convert Critical Care Unit (CCU) to enable extra Intensive Care Unit (ICU) or High Dependency Unit (HDU) facilities and to fast-track patient care for use in the event of a national emergency or incident. <p>2006-07 Nil</p> <p>2007-08 Nil</p> <p>2008-09 Nil</p>				
PERFORMANCE INDICATORS	<ol style="list-style-type: none"> 1. Ten-bed Extended Emergency Care Unit is available if and when required in the Emergency Department. 2. CCU can be converted to ICU or HDU facilities, if and when required. 				
OUTCOME	The RDH Emergency Department has increased capacity in its Emergency Department in the event of a major incident involving mass casualties in the region.				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	1.75	0.00	0.00	0.00	1.75

FUNCTION DESCRIPTION	4. TRAIN INCIDENT READY MEDICAL AND SUPPORT STAFF IN DARWIN AND INTERSTATE
1. Strategies	<p>2005-06</p> <p><i>RDH Staff</i></p> <ol style="list-style-type: none"> 1. Provide locally based in-house medical, nursing and allied health education and skills training in key areas including disaster responsiveness, initial trauma and management; 2. Promote and facilitate staff attendance at appropriate accredited courses run by NT academic institutions; 3. Facilitate staff attendance at appropriate accredited interstate courses; and 4. Through formal links with an interstate trauma centre establish opportunities for education and exchange for the Territory professionals. <p><i>Non RDH NT Health Professionals</i></p> <ol style="list-style-type: none"> 5. Facilitate training opportunities in disaster responsiveness, initial trauma and management for health workforce in urban Darwin, regional hospitals and remote communities. <p><i>Non NT Health Professionals</i></p> <ol style="list-style-type: none"> 6. Through formal links with an interstate trauma centre facilitate education and exchange with interstate health professionals. <p>2006-07</p> <ol style="list-style-type: none"> 1. Review and implement appropriate training program to train incident ready medical and support staff and facilitate training opportunities in disaster responsiveness, initial trauma and management for RDH and non-RDH health professionals. <p>2007-08</p> <ol style="list-style-type: none"> 1. Review and implement appropriate training program to train incident ready medical and support staff and facilitate training opportunities in disaster responsiveness, initial trauma and management for RDH and non-RDH health professionals. <p>2008-09</p> <ol style="list-style-type: none"> 1. Review and implement appropriate training program to train incident ready medical and support staff and facilitate training opportunities in disaster responsiveness, initial trauma and management for RDH and

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APPENDIX A

FUNCTION DESCRIPTION	4. TRAIN INCIDENT READY MEDICAL AND SUPPORT STAFF IN DARWIN AND INTERSTATE				
	non-RDH health professionals.				
PERFORMANCE INDICATORS	2005-06 1. Number of courses held. 2. Number of staff trained either in Darwin or interstate. 3. Number of staff gaining appropriate accredited qualifications. 4. Number of staff participating in education and exchange program.				
OUTCOME	RDH has qualified staff with the skills, knowledge, expertise and experience to respond in the event of a major incident involving mass casualties in the region.				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	2.50	2.50	2.50	2.50	10.00

FUNCTION DESCRIPTION	5. MAINTAIN INCIDENT READY RADIOLOGY FACILITIES				
STRATEGY	<p>2005-06</p> <ol style="list-style-type: none"> 1. Commence installation of a Northern Territory wide picture archiving communications system; 2. Employ a radiographer on site 24 hours a day; 3. Establish modern radiology facilities for the management of trauma; and 4. Procure image intensifier for all operating theatres. <p>2006-07</p> <ol style="list-style-type: none"> 1. Review and maintain incident-ready radiology facilities at RDH. <p>2007-08</p> <ol style="list-style-type: none"> 1. Review and maintain incident-ready radiology facilities at RDH. <p>2008-09</p> <ol style="list-style-type: none"> 1. Review and maintain incident-ready radiology facilities at RDH. 				
PERFORMANCE INDICATORS	<p>2005-06</p> <ol style="list-style-type: none"> 1. 24 hour access to radiology facilities, if and when required. 				
OUTCOME	<p>The RDH has access to incident-ready radiology facilities, including MRI, in the event of a major incident involving mass casualties in the region.</p>				
FUNDS	<p>2005-06 \$M</p>	<p>2006-07 \$M</p>	<p>2007-08 \$M</p>	<p>2008-09 \$M</p>	<p>TOTAL \$M</p>
	0.50	0.40	0.40	0.40	1.7

FUNCTION DESCRIPTION	6. CHAIRS IN TRAUMA AND CRITICAL CARE, AND EMERGENCY PREPAREDNESS AND RESPONSE				
STRATEGIES	<p>2005-06</p> <ol style="list-style-type: none"> 1. Appoint a: <ol style="list-style-type: none"> i) Clinical Chair in Trauma and Critical Care to the Flinders NT Clinical School, with academic recognition at the Menzies School of Health Research (MSHR) and Charles Darwin University (CDU); ii) Clinical Chair in Emergency Preparedness and Response to the MSHR and CDU with academic recognition at Flinders University. 2. Through the Academic Chairs, RDH engages with a national network of academics and policy-makers to ensure relevance of the NCCTRC and its activities, and to foster and maintain relationships with other trauma centres of excellence. <p>2006-07</p> <ol style="list-style-type: none"> 1. Review and maintain academic work program, including clinical, research and teaching components, in trauma and critical care, and emergency preparedness and response. <p>2007-08</p> <ol style="list-style-type: none"> 1. Review and maintain academic work program, including clinical, research and teaching components, in trauma and critical care, and emergency preparedness and response. <p>2008-09</p> <ol style="list-style-type: none"> 1. Review and maintain academic work program, including clinical, research and teaching components, in trauma and critical care, and emergency preparedness and response. 				
PERFORMANCE INDICATORS	<p>2005-06</p> <ul style="list-style-type: none"> • Appropriately qualified academic chairs appointed. • Academic chairs establish and engage in clinical, research and teaching program. 				
OUTCOME	The RDH has access to up-to-date research, clinical skills and a teaching program in appropriate disciplines to support RDH as a NCCTRC.				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	0.75	0.75	0.75	0.75	3.00

FUNCTION DESCRIPTION	7. AERO-RETRIEVAL AND TRANSPORT OF ADVANCE TEAMS TO MAJOR INCIDENTS				
STRATEGIES	<p>2005-06</p> <ol style="list-style-type: none"> 1. In addition to existing retrieval services, develop systems and protocols that link the NCCTRC with the Department's National Incident Room in Canberra and the Australian Defence Force (ADF) at Northern Command (NORCOM). 2. Deploy RDH-based teams with skills and knowledge to incident sites when required; 3. Provide training in advance team management for local and interstate attendees; 4. Be able to cooperate with the ADF for retrieval activities further afield in south-east Asia; and 5. Maintain RDH aero-retrieval capacity for transporting advance medical and surgical teams to incident sites in the region and evacuate first priority casualties. <p>2006-07</p> <ol style="list-style-type: none"> 1. Review and maintain aero-retrieval requirements, including transportation of advance teams, for the NCCTRC. <p>2007-08</p> <ol style="list-style-type: none"> 1. Review and maintain aero-retrieval requirements, including transportation of advance teams, for the NCCTRC. <p>2008-09</p> <ol style="list-style-type: none"> 1. Review and maintain aero-retrieval requirements, including transportation of medical teams, for the NCCTRC. 				
PERFORMANCE INDICATORS	<ul style="list-style-type: none"> • Systems and protocols established between the NCCTRC and other key parties. • Training courses for advance medical team management conducted. 				
OUTCOME	The RDH is able to provide aero-medical retrieval capacity for the Northern Territory and north-west Western Australia and transport of medical teams to a major incident involving mass casualties in the region.				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	1.00	1.00	1.00	1.00	4.00

FUNCTION DESCRIPTION	8. ENHANCE LINKS WITH OTHER EMERGENCY AND HEALTH PROFESSIONALS ENHANCE LINKS WITH OTHER EMERGENCY AND HEALTH PROFESSIONALS.				
STRATEGIES	<p>2005-06</p> <ol style="list-style-type: none"> 1. Issue an Expression of Interest seeking to establish a primary and secondary relationships with Australian and New Zealand trauma centres 2. Enter into a Memorandum of Understanding (MOU): <ol style="list-style-type: none"> i) With an Australian trauma centre to establish a primary relationship between that institution and the RDH to provide support in disaster response, appropriate mentoring, training, back-up and support and utilises the expertise and capacities of other centres of excellence; and ii) With other Australian and New Zealand trauma centres to establish a secondary relationship, which provides for support in disaster response, training, back-up and support and utilises the expertise and capacities of other centres of excellence. <p>2006-07</p> <ol style="list-style-type: none"> 1. Review and maintain primary and secondary relationship MOUs. <p>2007-08</p> <ol style="list-style-type: none"> 1. Review and maintain primary and secondary relationship MOUs. <p>2008-09</p> <ol style="list-style-type: none"> 1. Review and maintain primary and secondary relationship MOUs. 				
PERFORMANCE INDICATORS	<p>2005-06</p> <ul style="list-style-type: none"> • MOUs establishing primary and secondary relationships with the NCCTRC are signed. 				
OUTCOME	<p>The RDH has formally established primary and secondary relationships with other Australian trauma centres ensuring that RDH is part of a national network involved in disaster response, has appropriate mentoring, back-up and support and utilises strengths of other centres of excellence.</p>				
FUNDS	2005-06 \$M	2006-07 \$M	2007-08 \$M	2008-09 \$M	TOTAL \$M
	0.75	0.75	0.75	0.75	3.00